

Council on Postsecondary Education  
May 22, 2005

## Reciprocity Agreements

Action: The staff recommends that the Council approve tuition reciprocity agreements with Indiana, Illinois, Ohio, Tennessee, and West Virginia.

State tuition reciprocity agreements are arrangements between two or more states where the citizens of a defined region in one state can enroll at identified institutions (or in selected programs) in another state (and vice versa) for a reduced tuition charge and also may receive special treatment for admission purposes.

In general, the advantages of reciprocity agreements include:

- Broader access and opportunity for citizens in a region.
- Reduction of unnecessary duplication of academic programs.
- Cost reduction by utilizing academic programs in other states.

Currently, Kentucky is a partner in statewide tuition reciprocity agreements with Indiana, Illinois, Ohio, Tennessee, and West Virginia. Each of the current agreements will expire June 30, 2005. The Council staff has worked with each of these states and the participating institutions to renegotiate these agreements in compliance with the policies adopted by the Council at their January meeting. These policies require the agreements to achieve relative balance between participating states with regard to the number of students participating in the agreement in each state and the financial costs of the agreement. Each of the renegotiated agreements has been constructed to achieve compliance with the Council's policy. The following are brief descriptions of the renegotiated agreements with each state.

### Illinois

This agreement includes only two institutions, West Kentucky Community and Technical College and Shawnee Community College (IL). In fall 2004, Illinois residents received approximately 481 credit hours at West Kentucky Community and Technical College under the agreement while Kentucky

residents received approximately 509 credit hours at Shawnee Community College. (See Attachment A for agreement.)

In order to equalize the benefit to both states under this agreement, West Kentucky Community and Technical College will charge eligible Illinois residents the Kentucky resident tuition and fee rate while Shawnee Community College will charge Kentucky residents the midpoint between the Illinois resident rate and the Illinois nonresident rate. In 2005-06 this would mean that Kentucky students attending Shawnee would pay approximately \$74 per credit hour while Illinois residents attending West Kentucky Community and Technical College would pay \$98 per credit hour.

### Indiana

The Kentucky institutions included in the agreement are Henderson Community College, Owensboro Community and Technical College, Jefferson Community and Technical College, Gateway Community and Technical College, University of Louisville, and Northern Kentucky University. The Indiana institutions included in the agreement are the University of Southern Indiana, Indiana University Southeast, Purdue Statewide Technology, and Ivy Tech State College Regions 11 (Madison/Lawrenceburg), 12 (Evansville), and 13 (Sellersburg). In fall 2004, Kentucky residents earned 20,287 credit hours at Indiana institutions while Indiana residents earned 21,800 credit hours.

Due to special market considerations, the tuition rate charged by the University of Louisville and Northern Kentucky University under the agreement will be handled as detailed in Appendix B of the agreement.

### Ohio

The Kentucky institutions included in the agreements are Ashland Community and Technical College, Morehead State University, and Maysville Community and Technical College. The Ohio institutions included in the agreement are Cincinnati State Technical College, Ohio University—Athens, Ohio University—Southern, Rio Grande Community College, Shawnee State University, Southern State Community College, the University of Cincinnati — Clermont, and the University of Cincinnati — Main Campus. In fall 2004, Kentucky residents received 15,267 credit hours at Ohio institutions while Ohio residents received 6,432 credit hours at Kentucky institutions. The agreements with Ohio show a tenuous balance between the numbers of students being exchanged between the two states. There are two factors that will work to bring the agreements into balance over the next two years. First, Gateway Community and Technical College will be added to the agreement once they have received accreditation from the Southern Association of Colleges and Schools (SACS). This will increase the number of Ohio residents attending Kentucky institutions under the agreement. Second, Morehead State University was a new party to the agreement two years ago. Enrollment under the agreement has doubled at

Morehead from fall 2003 to fall 2004. From 2005 to 2007, it is expected that the growth in enrollment will continue as more students become aware of Morehead State University's participation in the agreement. (See Attachment C for agreement.)

#### Tennessee

The Kentucky institutions included in the agreement are Murray State University, Western Kentucky University, Hopkinsville Community College, and Southeast Community and Technical College. The Tennessee institutions included in the agreement are Austin Peay University, the University of Tennessee-Martin, and Volunteer Community College. In fall 2004, Tennessee residents received 25,432 credit hours at Kentucky institutions while Kentucky residents received 5,391 credit hours at Tennessee institutions. Due to this disproportionate imbalance, the new agreement includes a moratorium on new enrollments of Tennesseans under the agreement at Kentucky institutions. The moratorium at four-year institutions will be for two years and the moratorium at two-year institutions will be one year. This action is intended to bring the agreement back into balance with regard to the numbers of students exchanged by the two states over the two-year period. (See Attachment D for agreement.)

#### West Virginia

This agreement includes only two institutions, Ashland Community and Technical College and Southern West Virginia Community and Technical College. In fall 2004, West Virginia residents received 2,387 credit hours at Ashland Community and Technical College while Kentucky residents received 2,493 credit hours at Southern West Virginia Community and Technical College. (See Attachment E for agreement.)

**RECIPROCITY AGREEMENT  
BETWEEN  
WEST KENTUCKY COMMUNITY AND TECHNICAL COLLEGE (KENTUCKY)  
AND SHAWNEE COMMUNITY COLLEGE (ILLINOIS)  
2005-2007**

**I. Parties**

*For Kentucky:* Council on Postsecondary Education, West Kentucky Community and Technical College, and the Kentucky Community and Technical College System

*For Illinois:* Shawnee Community College

**II. Purpose**

The Commonwealth of Kentucky and Shawnee Community College desire to provide postsecondary opportunities for the residents of designated counties in both states in a way that will increase educational opportunities and benefits for participating students and provide an avenue for offering educational services in a cost-effective and cost-saving manner. Under this agreement, eligible students from either state will be able to attend designated institutions in the other state while paying reduced tuition rates through an innovative and cost-effective reciprocity/"dual enrollment" (see note) provision. This agreement describes how both states provide such opportunities.

*Note: Throughout this agreement, the term "dual enrollment" applies only to Shawnee Community College.*

**III. Period Covered By Agreement**

July 1, 2005 - June 30, 2007

**IV. Eligible Students**

A. To be eligible for reciprocal-dual enrollment tuition under the terms of this agreement, students must (1) reside in one of the counties designated as an eligible county, (2) be accepted by the eligible institution, (3) be approved for enrollment by the participating colleges, and (4) enroll at that institution.

B. Eligible students may enroll in designated classes or programs offered by either of the participating colleges.

- C. Eligible students may enroll on a full-time or part-time basis.
- D. For Kentucky residents: Eligible students will be charged the midpoint between resident and nonresident rates at Shawnee Community College.

For Illinois residents: Eligible students will be charged the resident tuition and fee rate at West Kentucky Community and Technical College.

- E. Eligible students from Illinois will be dually enrolled in parallel classes by Shawnee Community College. Such students will be claimed for enrollment purposes by Shawnee Community College. The procedures for accomplishing dual enrollment by Shawnee Community College will be simplified to the greatest extent possible. Reimbursement claims for dual-enrolled students will be made in accordance and compliance with existing procedures, rules, and guidelines that are in effect for Shawnee Community College. The concept of dual enrollment does not apply to West Kentucky Community and Technical College.

## **V. Terms Of Agreement**

### **A. Shawnee Community College:**

1. Will accept eligible students from the following Kentucky counties: Ballard, Livingston, and McCracken.
2. Will identify eligible courses and seek state approval of any courses not already approved.
3. Will enroll students designated as eligible for reciprocity/dual enrollment.

### **B. West Kentucky Community and Technical College:**

1. Will accept eligible students from the following Illinois counties: Massac, Pulaski, and Alexander.

### **C. The Commonwealth of Kentucky and Shawnee Community College:**

1. Will jointly monitor cross-border student flows under this agreement.
2. Will jointly designate those classes and programs in which students can enroll at the participating institutions.
3. Will meet periodically to assess the progress of this agreement and to consider changes as might be appropriate.

- D. Shawnee Community College and West Kentucky Community and Technical College:
1. Will treat eligible students as reciprocity students when assessing tuition and fees.
  2. Will treat eligible students as in-state students for admission and placement purposes.
  3. Will treat eligible students as in-state students with respect to registration, refunds, student records, and academic advising.
  4. Will assist with the record-keeping necessary to monitor cross-border student flows and will report data as deemed necessary by the Kentucky Council on Postsecondary Education and the Illinois Community College Board.
  5. Will continue to report eligible students as out-of-state students when reporting enrollment data to the Kentucky Council on Postsecondary Education and the Illinois Community College Board based upon existing reporting requirements.
  6. Are responsible for direct instructional costs.
  7. Will maintain separate transcripts and/or student files for all participating students.
  8. Will meet periodically with the appropriate state higher education agency to discuss the agreement and its impact, and to recommend changes as might be appropriate.

## **VI. Termination Or Renewal Of Agreement**

- A. This agreement will begin on July 1, 2005, and end June 30, 2007.
- B. Any party to the current agreement must notify the other parties of its intention to renew, or not to renew, by January 1, 2007.
- C. This agreement is subject to review and revision. Any party must notify the other parties by January 1 of its intention to change any term of the agreement or to cease participating in the agreement, to be effective the following July 1.
- D. This agreement may be terminated by action of the Kentucky Council on Postsecondary Education or Shawnee Community College.

## VII. Signatures

Thomas D. Layzell  
President  
Kentucky Council on Postsecondary Education

Geoffrey Obrzut  
President and CEO  
Illinois Community College Board

Michael B. McCall  
President  
Kentucky Community and Technical College System

Larry Choate  
President  
Shawnee Community College

**MEMORANDUM OF UNDERSTANDING  
BETWEEN INDIANA AND KENTUCKY  
REGARDING TUITION RECIPROCITY  
2005-2007**

**I. Parties**

*For Indiana:* Indiana Commission for Higher Education, University of Southern Indiana, ITSC Regions 11 (Madison/Lawrenceburg), 12 (Evansville), and 13 (Sellersburg), Indiana University Southeast, and Purdue Statewide Technology

*For Kentucky:* Kentucky Council on Postsecondary Education, Henderson Community College, Owensboro Community and Technical College, Jefferson Community and Technical College, Gateway Community and Technical College, University of Louisville, and Northern Kentucky University

**II. Purpose**

The states of Indiana and Kentucky desire to provide postsecondary opportunities for the residents of designated counties in both states. Under this agreement, eligible students from either state will be able to attend designated institutions in the other state while paying the greater of the tuition rate charged to residents of that state or the average of tuition charged to residents attending a like institution in their home state.

This agreement describes how both states will provide such opportunities.

**III. Period Covered By Agreement**

July 1, 2005 – June 30, 2007

**IV. Eligible Students**

- A. To be eligible under the terms of this agreement, students must (1) be legal residents of one of the counties designated by both states as an eligible county, (2) be accepted by the eligible institution, and (3) enroll at that institution.
- B. Eligible students may enroll in any undergraduate or graduate degree program offered by the eligible institution with one exception. Dental, Medical, and Law programs are not included.
- C. Eligible students may enroll on a full-time or part-time basis.



- D. Eligible students shall be subject to the same general or selective program admission standards as resident students.
- E. Under this agreement, eligible students will be assessed tuition and fees at the greater of either: (1) the enrolling institution's resident rate or (2) the sending state's average resident tuition rate for institutions within the same Carnegie Classification subject to the provisions of Appendix B. For the purposes of this agreement, the 2000 Carnegie Classifications shall be used to determine rates.

## **V. Terms Of Agreement**

### **A. The states of Indiana and Kentucky agree:**

1. That eligible counties shall consist of counties bordering the other state and lying wholly, or in part, within 30 miles of the county of the eligible institution except that additional counties may be identified elsewhere in the agreement. For the duration of this agreement, eligible counties shall consist of those counties listed in Appendix A.
2. That the public postsecondary institutions that will participate in this agreement are those listed in Appendix A. Each state will publicize the other state's eligible institutions.
3. That the Indiana Commission for Higher Education and the Kentucky Council on Postsecondary Education, working with the participating institutions, will develop a mutually agreeable process for certifying each state's average resident tuition rate as specified in Section IV.E.2 of this agreement.
4. That the terms of the agreement for Northern Kentucky University are contained in Appendix B.
5. That the terms of the agreement for the University of Louisville are contained in Appendix C.
6. To treat reciprocity students as resident students when determining appropriations for higher education.
7. To encourage the University of Louisville and Indiana University Southeast to continue identifying and making available to eligible students reciprocity programs. Programs mutually identified by the institutions will be reviewed for recognition by the Indiana Commission for Higher Education and the Kentucky Council on Postsecondary Education.
8. That, in the event that this agreement is not renewed, enrolled reciprocity students may complete their degree programs with state support at reciprocal rates of tuition or at the then-current rate as otherwise specified in this agreement so long as they maintain continuous enrollment.

9. To jointly monitor cross-border student flows under this agreement.
10. To meet periodically to assess the progress of this agreement and to consider changes as might be appropriate.

B. Each participating institution will:

1. Treat eligible students as resident students for admission and placement purposes.
2. Treat eligible students as resident students with respect to registration, refunds, student records, and academic advising.
3. Report eligible student headcount, FTE, and credit hours each academic term to its state agency for higher education.
4. Report eligible students as separately identifiable out-of-state students when reporting enrollment data to its state agency for higher education.
5. Meet periodically with the appropriate state higher education agency to discuss the agreement and its impact, and to recommend changes as might be appropriate.

**VI. Renewal Or Termination Of Agreement**

- A. This agreement will begin on July 1, 2005, and end on June 30, 2007.
- B. The renewal or termination of this reciprocity agreement, effective July 1, 2007, will be announced no later than July 1, 2006.
- C. Prior to July 1, 2006, this agreement may be terminated by any of the participating institutions, by the Indiana Commission for Higher Education, or by the Kentucky Council on Postsecondary Education, on June 30 of any year, provided that each of the parties to the agreement has received written notice of the intention to terminate by the preceding January 1.
- D. In the event of termination, all enrolled reciprocity students will be allowed to complete their degree programs with state support at reciprocal rates of tuition or at the then-current rate as otherwise specified in this agreement so long as they maintain continuous enrollment.

## Appendix A

### ELIGIBLE INSTITUTIONS AND COUNTIES

#### Indiana Institutions and Kentucky Counties

University of Southern Indiana  
(Evansville)

Daviess County  
Hancock County  
Henderson County  
Union County

Ivy Tech State College  
Region 12 (Evansville)

Daviess County  
Hancock County  
Henderson County  
Union County

Indiana University-Southeast including  
Purdue Statewide Technology

Bullitt County  
Jefferson County  
Oldham County

Ivy Tech State College  
Region 13 (Sellersburg)

Bullitt County  
Jefferson County  
Oldham County

Ivy Tech State College  
Region 11 (Madison)\*

Boone County  
Carroll County  
Gallatin County  
Trimble County

#### Kentucky Institutions and Indiana Counties

Henderson Community College

Perry County  
Posey County  
Spencer County  
Vanderburgh County  
Warrick County

Owensboro Community and Technical College

Perry County  
Posey County  
Spencer County  
Vanderburgh County  
Warrick County

University of Louisville

Clark County  
Crawford County  
Floyd County  
Harrison County  
Scott County  
Washington County

Jefferson Community and Technical College

Clark County  
Crawford County  
Floyd County  
Harrison County  
Scott County  
Washington County

Gateway Community and Technical  
College (Formerly Northern Kentucky  
Technical College)

Dearborn County  
Franklin County  
Jefferson County  
Ohio County  
Ripley County  
Switzerland County

Northern Kentucky University

Dearborn County  
Franklin County  
Jefferson County  
Ohio County  
Ripley County  
Switzerland County

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\* Includes the two-plus-two completion program in Business offered by Ivy Tech State College and Indiana University East on the Ivy Tech State College Region 11 (Lawrenceburg) campus.

## **Appendix B**

### **NORTHERN KENTUCKY UNIVERSITY**

1. For 2005-06, Northern Kentucky University will charge students from eligible Indiana counties the last adopted rate by the Northern Kentucky University Board for eligible Indiana students in 2004-05 of \$6,120.
2. For 2006-07, Northern Kentucky University will charge students from eligible Indiana counties the midpoint between the reciprocity rate and the tuition and fee rate charged of eligible Indiana students in 2004-05 of \$6,120.
3. The state of Indiana will pay Northern Kentucky University \$207,000 annually in partial reimbursement for the enrollment of students from eligible Indiana counties.

### **UNIVERSITY OF LOUISVILLE**

1. For 2005-06, the University of Louisville will charge students from eligible Indiana counties the resident rate.
2. For 2006-07, the University of Louisville will charge the annual resident rate plus \$500.

## VII. Signatures

Stanley G. Jones  
Commissioner  
Indiana Commission for  
Higher Education

Date \_\_\_\_\_

Thomas D. Layzell                      Date  
President  
Kentucky Council on  
Postsecondary Education

H. Ray Hoops President University of Southern Indiana	Date
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James Ramsey  
President  
University of Louisville

Gerald I. Lamkin  
President  
Ivy Tech State College

**Michael B. McCall**                      Date \_\_\_\_\_  
President  
**Kentucky Community and Technical**  
**College System**

Adam Herbert  
President  
Indiana University

James C. Votruba  
President  
Northern Kentucky University

Martin C. Jischke  
President  
Purdue University

## UNDERGRADUATE TUITION RECIPROCITY AGREEMENT

**Northern Kentucky University  
And  
Cincinnati State Technical and Community College  
Southern State Community College  
University of Cincinnati**

This Tuition Reciprocity Agreement is entered into between the Kentucky Council on Postsecondary Education and the Ohio Board of Regents, the Cincinnati State Technical and Community College Board of Trustees, the Northern Kentucky University Board of Regents, the Southern State Community College Board of Trustees, and the University of Cincinnati Board of Trustees, pursuant to provision of Section 3333.17 of the Ohio Revised Code and in compliance with rules and procedures of the aforementioned parties.

### **I. Purpose**

The general purpose of this Tuition Reciprocity Agreement is to expand postsecondary educational opportunities in the greater Cincinnati area while limiting the cost of such expansion to the taxpayers of Ohio and Kentucky through collaboration among public institutions of higher education. The intended outcomes of this collaboration are to increase the availability of programs to residents of the greater Cincinnati area without needless duplication of educational effort and to promote efficient use of existing educational facilities and resources.

### **II. Terms**

#### **1. Duration and Termination**

The agreement shall be effective beginning July 1, 2005, through June 30, 2007, and may be renewed prior to June 30, 2007, by mutual consent of all of the parties for a period of two years. As the agreement must coincide with the biennial budgets of the State of Ohio, the next renewal shall be for July 1, 2007, to June 30, 2009.

The agreement may be amended through mutual consent of all parties, providing the amendment is in writing and signed by all parties to the agreement prior to the effective date of the amendment.

- a. The parties may amend the agreement in the following manner. Amendments must be presented to each of the parties of this agreement for their consideration. Each party of this agreement will then have sixty (60) days to respond in writing with a decision as to whether they approve/disapprove the proposed amendment to the agreement. The responses will be sent to all parties in the agreement. After sixty (60) days, if all parties approve of the proposed amendment, the agreement will be amended. If all parties do not approve, the agreement will not be amended.

A review of this agreement may occur from time to time at the request of any party hereto, provided all parties to this agreement are served with written notice of such request at least ninety (90) days prior to said review.

This agreement may be terminated by any of the participating institutions, the Ohio Board of Regents, or the Kentucky Council on Postsecondary Education on June 30 of any year, with at least ninety (90) days prior written notice to each of the parties to this agreement.

2. Kentucky Residents' Eligibility for Ohio Associate Degree Programs

The participating Ohio institutions agree to accept at Ohio resident tuition rates any resident of Bracken, Boone, Campbell, Carroll, Gallatin, Grant, Kenton, and Pendleton Counties of Kentucky who enrolls and who satisfies all regular admission requirements (including those requirements of the specific program in which admission is sought) at the University of Cincinnati's two-year colleges (Clermont College, College of Applied Science, Raymond Walters College, and University College) or at Cincinnati State Technical and Community College or at Southern State Community College in the associate degree programs not specifically excluded from this agreement.

In this section, the word "program" only means an associate degree program and the word "resident" means resident for the purpose of tuition determination as defined by the respective institution.

Majors and/or programs at the University of Cincinnati two-year colleges, Cincinnati State Technical and Community College, and Southern State Community College which are excluded from this agreement are the following two-year programs otherwise offered at Northern Kentucky University:

- (1) Clermont College: Aviation Technology, Human/Social Services Technology, and Criminal Justice Technology
- (2) College of Applied Science: no exclusions
- (3) Raymond Walters College: Radiological Technology
- (4) Cincinnati State Technical and Community College: no exclusions
- (5) Southern State Community College: no exclusions

Any program listed above as excluded may, by the joint written consent of the presidents of all four institutions, be included in this agreement.

3. Kentucky Residents' Eligibility for Ohio Baccalaureate Degree Programs

The University of Cincinnati agrees to accept at Ohio resident tuition rates any resident of Boone, Bracken, Campbell, Carroll, Gallatin, Grant, Kenton, and Pendleton Counties of Kentucky who enrolls and who satisfies all regular baccalaureate admissions requirements (including those requirements of the specific program in which admission is being sought) at the University of Cincinnati in the following baccalaureate degree programs: Architecture, Culinary Arts and Science, Digital Design, Engineering, Honors PLUS (see provision below), Interior Design, and Urban Planning.

In conformance with the limitations set forth in the bulleted item below, admission to the Honors PLUS baccalaureate degree program in the College of Business, University of Cincinnati is subject to the following provision:

- Reciprocity for the Honors PLUS program at the University of Cincinnati is limited to residents of the eligible Kentucky counties with a cap of fifty (50) students enrolled in courses at any one time.

In this section, the word “program” only means a baccalaureate degree program and the word “resident” means resident for the purpose of tuition determination as defined by the respective institution.

4. Ohio Residents’ Eligibility for Kentucky Baccalaureate Degree Programs

Northern Kentucky University agrees to accept at Kentucky resident tuition rates any resident of Adams, Brown, Butler, Clermont, Clinton, Fayette, Hamilton, Highland, and Warren Counties of Ohio with an associate degree from the University of Cincinnati, Cincinnati State Technical and Community College, or from Southern State Community College, who enrolls and who satisfies all regular transfer admissions requirements (including those requirements of the specific program in which admission is sought) in Northern Kentucky University baccalaureate degree programs not specifically excluded from this agreement.

In this section, the word “program” only means a baccalaureate degree program and the word “resident” means resident for the purpose of tuition determination as defined by the respective institution.

The majors and/or programs at Northern Kentucky University excluded from this agreement are:

- (1) Early Childhood Education
- (2) Criminal Justice
- (3) Environmental Science
- (4) Nursing

Any major/program listed above as excluded may, by the joint written consent of the presidents of all four institutions, be included in this agreement.

5. Ohio Residents’ Eligibility/Enrollment Limitations for Kentucky Programs

In conformance with the limitations set forth in the bulleted item below, admission to the Business Administration baccalaureate degree program in the College of Business, Northern Kentucky University is subject to the following provision:

- Reciprocity for the College of Business, Business Administration program at Northern Kentucky University is limited to residents of the eligible Ohio counties with a cap of fifty (50) students enrolled in courses at any one time.



In this section, the word “program” only means a specific baccalaureate degree program and the word “resident” means resident for the purpose of tuition determination as defined by the respective institution.

6. New Program Eligibility

Any new program may be included in this agreement upon successful completion of the agreements’ amendment process, as listed above.

In this section, the word “program” may mean a workshop, a certificate program, an associate degree program, or a baccalaureate degree program.

7. Resident Status

- a. During the period of this agreement, the Ohio Board of Regents will consider residents of Bracken, Boone, Campbell, Carroll, Gallatin, Grant, Kenton, and Pendleton Counties who attend the University of Cincinnati, Cincinnati State Technical and Community College, or Southern State Community College under this agreement as qualifying for Ohio resident tuition rates, and as Ohio residents for the purpose of allocating funds to the University of Cincinnati, Cincinnati State Technical and Community College, and Southern State Community College.
- b. During the period of this agreement, the Kentucky Council on Postsecondary Education will consider residents of Adams, Brown, Butler, Clermont, Clinton, Fayette, Hamilton, Highland, and Warren Counties who attend Northern Kentucky University under this agreement as qualifying for Kentucky resident tuition rates, and as reciprocity students for the purpose of allocating funds to Northern Kentucky University.

8. Continued Eligibility

Once enrolled as a reciprocity student, each student demonstrating satisfactory academic performance under already existing standards and criteria of his/her institution will continue to receive reciprocity benefits under this agreement through graduation for the degree in which enrolled, as long as a reciprocity agreement exists. Student participation is subject to the terms and conditions of the reciprocity agreement in effect at the time of initial enrollment, and, in the event of termination, each student will be informed by the enrolling institutions of his/her future status. If the agreement is terminated, participating institutions may agree at that time to continue tuition reciprocity for students appropriately enrolled in eligible programs at the time of termination until the completion of their programs of study, subject to the biennial limitations as described in paragraph II.1.

9. Notice, Application, and Waiver

The availability of reciprocity tuition rates under this agreement shall be advertised to applicants and/or to students of Cincinnati State Technical and Community College, Southern State Community College, Northern Kentucky University and the University of Cincinnati by any means deemed appropriate by the respective institutions.

All students who want to receive reciprocity tuition rates under this agreement must apply for such rates at the institution where they plan to enroll.

Failure to so apply in the manner required by each institution and in advance of enrollment will constitute a waiver of all rights under the terms of this agreement for the quarter or semester of enrollment and any preceding quarter or semester of enrollment for which no application was made. Each institution will develop a process for applicants to use in order to apply for reciprocity tuition rates under this agreement.

These processes will be written and shared with each institution as well as with the Ohio Board of Regents and the Kentucky Council on Postsecondary Education. The process will also be made available to all potential applicants upon request.

In this section, the word “resident” means resident for the purpose of tuition determination as defined by the respective institution.

10. Annual Report

By June 30 of each year, Cincinnati State Technical and Community College, Northern Kentucky University, Southern State Community College, and the University of Cincinnati agree to provide annual reports on the enrollment and fiscal implications of the agreement to the other respective institutions, the Kentucky Council on Postsecondary Education, and the Ohio Board of Regents. Specific forms for the annual report may be prescribed by the state agencies.

**III. Ohio Board of Regents Approval**

This agreement is not effective unless and until approved by the State of Ohio Controlling Board pursuant to Section 3333.17 of the Ohio Revised Code.

**TUITION RECIPROCITY AGREEMENT  
SIGNATURE PAGE**

**STATE AGENCIES**

Thomas D. Layzell, President  
Kentucky Council on Postsecondary Education

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Roderick G. W. Chu, Chancellor  
Ohio Board of Regents

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

## **INSTITUTIONS**

James C. Votruba, President  
Northern Kentucky University

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Nancy L. Zimpher, President  
University of Cincinnati

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Ron D. Wright, President  
Cincinnati State Technical and Community College

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Lawrence N. Dukes, President  
Southern State Community College

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

# **GRADUATE TUITION RECIPROCITY AGREEMENT**

## **University of Cincinnati And Northern Kentucky University**

This Tuition Reciprocity Agreement is entered into between the Kentucky Council on Postsecondary Education and the Ohio Board of Regents, the Northern Kentucky University Board of Regents, and University of Cincinnati Board of Trustees, pursuant to provision of Section 3333.17 of the Ohio Revised Code and in compliance with rules and procedures of the aforementioned parties.

### **I. Purpose**

The general purpose of this Tuition Reciprocity Agreement is to expand postsecondary educational opportunities in the greater Cincinnati area while limiting the cost of such expansion to the taxpayers of Ohio and Kentucky through collaboration among public institutions of higher education. The intended outcomes of this collaboration are to increase the availability of programs to residents of the greater Cincinnati area without needless duplication of educational effort and to promote efficient use of existing educational facilities and resources.

### **II. Terms**

#### **1. Duration and Termination**

The agreement shall be effective beginning July 1, 2005, through June 30, 2007, and may be renewed prior to June 30, 2005, by mutual consent of all of the parties for a period of two years. As the agreement must coincide with the biennial budgets of the State of Ohio, the next renewal shall be for July 1, 2007, to June 30, 2009.

The agreement may be amended through mutual consent of all parties, providing the amendment is in writing and signed by all parties to the agreement prior to the effective date of the amendment.

- a. The parties may amend the agreement in the following manner. Amendments must be presented to each of the parties of this agreement for their consideration. Each of the parties to this agreement will then have sixty (60) days to respond in writing with a decision as to whether they approve/disapprove the proposed amendment to the agreement. The responses will be sent to all parties in the agreement. After sixty (60) days, if all parties approve of the proposed amendment, the agreement will be amended. A copy of the amendment with signatures will be sent to all parties. If all parties do not approve, the agreement will not be amended.

A review of this agreement will occur on an annual basis or at the request of any party hereto, provided all parties to this agreement are served with written notice of

such request at least ninety (90) days prior to said review.

This agreement may be terminated by either of the parties, or by either the Ohio Board of Regents or the Kentucky Council on Postsecondary Education on June 30 of any year, with at least ninety (90) days prior written notice to each of the parties to this agreement.

2. Kentucky Residents Eligibility/Ohio Program

The University of Cincinnati agrees to accept at Ohio resident tuition rates any resident of Boone, Bracken, Campbell, Carroll, Gallatin, Grant, Kenton, and Pendleton Counties of Kentucky who enrolls and who satisfies all regular graduate admissions requirements (including those requirements of the specific program in which admission is being sought) at the University of Cincinnati in the following graduate degree programs:

- all graduate programs offered in the College of Engineering;
- all graduate programs offered in the College of Pharmacy;
- all graduate programs offered in the College of Arts and Sciences;
- all graduate programs offered in the College of Allied Health;
- all graduate programs offered in the College of Nursing;
- all graduate programs offered in the College-Conservatory of Music;
- all Doctor of Medicine (M.D.) degree programs;
- the M.S. programs in Molecular Genetics, Biochemistry, and Microbiology; Molecular and Developmental Biology; Environmental Health Sciences; Environmental Health Sciences/Biostatistics; Environmental Health Sciences/Epidemiology; Occupational Safety and Ergonomics; Radiological Sciences; Toxicology; the FLEX program, and all Ph.D. programs offered in the College of Medicine;
- the Master of Fine Arts (M.F.A.), M.A. in Art History, M.A. in Art Education, Master of Community Planning (M.C.P.) degree programs, and Ph.D. in Planning in the College of Design, Architecture, Art, and Planning;
- all graduate programs offered in the College of Education, in conformance with the limitations set forth in the following bullet:
  - reciprocity for the M.Ed. Concentration in Teacher's Education at the University of Cincinnati is limited to residents of the eligible northern Kentucky counties who are employed as full-time K-12 teachers in Ohio.

The following graduate programs at the University of Cincinnati are excluded from this agreement:

- all graduate programs offered in the College of Business;
- all programs offered in the College of Law;
- all graduate programs offered in the College of Design, Architecture, Art, and Planning except the programs designated above as subject to the agreement;
- all graduate programs offered in the School of Social Work;
- all graduate programs offered in the College of Medicine except the programs

- designated above as subject to the agreement;
- all certificate programs offered at the University of Cincinnati are excluded from this agreement.

In this section, the word “program” means only graduate or professional degree program and the word “resident” means resident for the purpose of determining tuition as defined by the respective institutions.

3. Ohio Residents Eligibility/Kentucky Programs

Northern Kentucky University agrees to accept at Kentucky resident tuition rates any resident of Adams, Brown, Butler, Clermont, Clinton, Fayette, Hamilton, Highland, and Warren Counties of Ohio who enrolls and who satisfies all regular graduate admissions requirements (including those requirements of the specific program in which admission is being sought) at Northern Kentucky University in the M.A in Education degree program subject to the limitation set forth in the bullet below:

- Reciprocity for the M.A. in Education at Northern Kentucky University is limited to residents of the eligible counties who are employed as regular teachers in Kentucky.

All other graduate programs and certificate programs at Northern Kentucky University are excluded from this agreement.

In this section, the word “program” means only graduate degree program and the word “resident” means resident for the purpose of determining tuition as defined by the respective institutions.

4. Resident Status

- During the period of this agreement, the Ohio Board of Regents will consider residents of Boone, Bracken, Campbell, Carroll, Gallatin, Grant, Kenton, and Pendleton Counties, who attend the University of Cincinnati under this agreement as qualifying for resident Ohio tuition, and as Ohio residents for the purpose of allocating funds to the University of Cincinnati.
- During the period of this agreement, the Kentucky Council on Postsecondary Education will consider residents of Adams, Brown, Butler, Clermont, Clinton, Fayette, Hamilton, Highland, and Warren Counties, who attend Northern Kentucky University under this agreement as qualifying for resident Kentucky tuition, and as Kentucky residents for the purpose of allocating funds to Northern Kentucky University.

5. Continued Eligibility

Once enrolled as a reciprocity student, each student demonstrating satisfactory academic performance under already existing standards and criteria of his/her institution will continue to receive reciprocity benefits under this agreement through graduation for the degree in which enrolled, as long as a reciprocity agreement exists.

Student participation is subject to the terms and conditions of the reciprocity agreement in effect at the time of initial enrollment, and, in the event of termination, each student will be informed by the enrolling institutions of his/her future status. If the agreement is terminated, participating institutions may agree at that time to continue tuition reciprocity for students appropriately enrolled in eligible programs at the time of termination until the completion of their programs of study, subject to the biennial limitations as described in paragraph II.1.

6. Notice, Application, and Waiver

The availability of resident tuition rates under this agreement shall be advertised to applicants and/or to students of Northern Kentucky University and the University of Cincinnati by any means deemed appropriate by those institutions.

All students who want to receive resident tuition rates under this agreement must apply for such rates at the institution where they plan to enroll.

Failure to so apply in the manner required by each institution and in advance of enrollment will constitute a waiver of all rights under the terms of this agreement for that quarter or semester of enrollment and any preceding quarter or semester of enrollment for which no application was made. Each institution will develop a process for applicants to use in order to apply for resident tuition rates under this agreement.

7. Annual Report

By June 30 of each year, Northern Kentucky University and the University of Cincinnati agree to provide annual reports on the enrollment and fiscal implications of the agreement to the other respective institutions, the Kentucky Council on Postsecondary Education, and the Ohio Board of Regents. Specific forms for the annual report may be prescribed by the state agencies.

**III. Ohio Board of Regents**

This agreement is not effective unless and until approved by the Ohio Board of Regents pursuant to Section 3333.17 of the Ohio Revised Code and the Kentucky Council on Postsecondary Education.



**TUITION RECIPROCITY AGREEMENT  
SIGNATURE PAGE**

**STATE AGENCIES**

Thomas D. Layzell, President  
Kentucky Council on Postsecondary Education

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Roderick G. W. Chu, Chancellor  
Ohio Board of Regents

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

## **INSTITUTIONS**

James C. Votruba, President  
Northern Kentucky University

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Nancy L. Zimpher, President  
University of Cincinnati

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

# **TUITION RECIPROCITY AGREEMENT**

**Ashland Community and Technical College  
Morehead State University-Morehead  
Morehead State University-Ashland  
And  
Ohio University-Athens  
Ohio University-Southern  
Rio Grande Community College  
Shawnee State University**

In an effort to increase the college going rate and postsecondary opportunities in an underserved Appalachian region, this Tuition Reciprocity Agreement is entered into between the Kentucky Council on Postsecondary Education, the Kentucky Community and Technical College System, the Ohio Board of Regents, the Boards of Trustees of Ashland Community and Technical College, Morehead State University-Morehead, Morehead State University-Ashland, Ohio University-Athens, Ohio University-Southern, Rio Grande Community College, and Shawnee State University pursuant to provision of Section 3333.17 of the Ohio Revised Code and in compliance with rules and procedures of the aforementioned parties.

## **I. Purpose**

The general purpose of this Tuition Reciprocity Agreement is to expand postsecondary educational opportunities in the region while limiting the cost of such expansion to the taxpayers of Ohio and Kentucky through collaboration among public institutions of higher education. The intended outcomes of this collaboration are to increase the availability of programs to residents of the region without needless duplication of educational effort and to promote efficient use of existing educational facilities and resources.

## **II. Terms**

### **1. Duration and Termination**

The agreement shall be effective beginning July 1, 2005, through June 30, 2007, and may be renewed prior to June 30, 2007, by mutual written agreement signed by all of the parties for a period of two years. As the agreements must coincide with the biennial budgets of the State of Ohio, the next agreement would be for the term of July 1, 2007, to June 30, 2009.

The agreement may be amended by any party, providing the amendment is in writing and signed by all parties to the agreement prior to the effective date of the amendment.

A review of this agreement will occur on a biennial basis or at the request of any party hereto, provided all parties to this agreement are served with written notice of such request at least ninety (90) days prior to said review.

This agreement may be terminated by any of the participating institutions, the Ohio

Board of Regents, the Kentucky Community and Technical College System, or the Kentucky Council on Postsecondary Education on June 30 of any year, with at least ninety (90) days prior written notice to each of the parties to this agreement.

2. Kentucky Residents Eligibility/Ohio Programs

Ohio University-Athens, Ohio University-Southern, Rio Grande Community College, and Shawnee State University agree to accept at Ohio resident tuition rates any resident of Boyd, Carter, Elliot, Fleming, Greenup, Lawrence, Lewis, Mason, and Rowan Counties of Kentucky who enrolls and who satisfies all regular admissions requirements (including those requirements of the specific program in which admission is being sought).

3. Ohio Residents Eligibility/Kentucky Programs

Ashland Community and Technical College, Morehead State University-Morehead, and Morehead State University-Ashland agree to accept at Kentucky resident tuition rates any resident of Adams, Athens, Gallia, Jackson, Lawrence, Meigs, Pike, Scioto, and Vinton Counties of Ohio who enrolls and who satisfies all regular admissions requirements (including those requirements of the specific program in which admission is being sought).

The following program from Morehead State University is excluded from the agreement: Master of Business Administration.

4. Resident Status

- a. During the period of this agreement, the Ohio Board of Regents will consider residents of Boyd, Carter, Elliot, Fleming, Greenup, Lawrence, Lewis, Mason and Rowan Counties who attend Ohio University-Athens, Ohio University-Southern, Rio Grande Community College, and Shawnee State University under this agreement as qualifying for resident Ohio tuition and as Ohio residents for the purpose of allocating funds to Ohio University-Athens, Ohio University-Southern, Rio Grande Community College, and Shawnee State University.
- b. During the period of this agreement, the Kentucky Community and Technical College System and the Kentucky Council on Postsecondary Education will consider residents of Adams, Athens, Gallia, Jackson, Lawrence, Meigs, Pike, Scioto, and Vinton Counties who attend Ashland Community and Technical College, Morehead State University-Morehead, and Morehead State University-Ashland under this agreement as qualifying for resident Kentucky tuition and as Kentucky residents for the purpose of allocating funds to Ashland Community and Technical College, Morehead State University-Morehead, and Morehead State University-Ashland.

5. Continued Eligibility

Once enrolled as a reciprocity student, each student demonstrating satisfactory academic performance under already existing academic standards and criteria of their institution will continue to receive reciprocity benefits under this agreement through graduation for the degree in which enrolled, as long as a reciprocity agreement exists. Student participation is subject to the terms and conditions of the reciprocity agreement in effect at the time of initial enrollment, and, in the event of termination,

each student will be informed by the enrolling institution of his/her future status. If the agreement is terminated, participating institutions may agree at that time to continue tuition reciprocity for students appropriately enrolled in eligible programs at the time of termination until the completion of their programs of study, subject to the biennial limitations as described in paragraph II.1.

6. Notice, Application, and Waiver

The availability of resident tuition rates under this agreement shall be advertised to applicants and/or to students of Ashland Community and Technical College, Morehead State University-Morehead, Morehead State University-Ashland, Ohio University-Athens, Ohio University-Southern, Rio Grande Community College, and Shawnee State University by any means deemed appropriate by those institutions.

All eligible students who want to receive resident tuition rates under this agreement must apply for such rates at the institution where they plan to enroll. Failure to apply in the manner required by each institution and in advance of enrollment will constitute a waiver of all rights under the terms of this agreement for that quarter or semester of enrollment and any preceding quarter or semester of enrollment for which no application was made. Each institution will develop a process for applicants to use in order to apply for resident tuition rates under this agreement.

7. Annual Report

By June 30 of each year, Ashland Community and Technical College, Morehead State University-Morehead, Morehead State University-Ashland, Ohio University-Athens, Ohio University-Southern, Rio Grande Community College, and Shawnee State University agree to provide annual reports on the enrollment and fiscal implications of the agreement to the other respective institutions, the Kentucky Council on Postsecondary Education, and the Ohio Board of Regents. Specific forms for the annual report may be prescribed by the state agencies.

**III. Ohio Board of Regents Approval**

This agreement is not effective unless and until approved by the Ohio Board of Regents pursuant to Section 3333.17 of the Ohio Revised Code and the Kentucky Council on Postsecondary Education.

**TUITION RECIPROCITY AGREEMENT  
SIGNATURE PAGES**

**STATE AGENCIES**

Thomas D. Layzell, President

Kentucky Council on Postsecondary Education

Signed:\_\_\_\_\_

Date:\_\_\_\_\_

Roderick G. W. Chu, Chancellor

Ohio Board of Regents

Signed:\_\_\_\_\_

Date:\_\_\_\_\_

Michael B. McCall, President

Kentucky Community & Technical College System

Signed:\_\_\_\_\_

Date:\_\_\_\_\_

## **INSTITUTIONS**

Greg Adkins, Chief Executive Officer

Ashland Community and Technical College District

Signed:\_\_\_\_\_

Date:\_\_\_\_\_

Wayne Andrews, President

Morehead State University

Signed:\_\_\_\_\_

Date:\_\_\_\_\_

Roderick McDavis, President

Ohio University

Signed:\_\_\_\_\_

Date:\_\_\_\_\_

Barry M. Dorsey, President

Rio Grande Community College

Signed:\_\_\_\_\_

Date:\_\_\_\_\_

Rita Morris, President

Shawnee State University

Signed:\_\_\_\_\_

Date:\_\_\_\_\_

# **TUITION RECIPROCITY AGREEMENT**

## **Maysville Community and Technical College And University of Cincinnati – Clermont College**

This Tuition Reciprocity Agreement is entered into between the Kentucky Council on Postsecondary Education and the Ohio Board of Regents, the Kentucky Community and Technical College System and the Boards of Directors of Maysville Community and Technical College, and the University of Cincinnati – Clermont College pursuant to provision of Section 3333.17 of the Ohio Revised Code and in compliance with rules and procedures of the aforementioned parties.

### **I. Purpose**

The general purpose of this Tuition Reciprocity Agreement is to expand postsecondary educational opportunities in the northern Kentucky and southern Ohio area while limiting the cost of such expansion to the taxpayers of Ohio and Kentucky through collaboration among public institutions of higher education. The intended outcomes of this collaboration are to increase the availability of programs to residents of Clermont, Adams and Brown Counties in Ohio and Mason, Bracken, Lewis, and Robertson Counties in Kentucky without needless duplication of educational effort and to promote efficient use of existing educational facilities and resources.

### **II. Terms**

#### **1. Duration and Termination**

The agreement shall be effective beginning July 1, 2005, through June 30, 2007, and may be renewed prior to June 30, 2007, by mutual consent of all of the parties for a period of two years. As the agreements must coincide with the biennial budgets of the State of Ohio, the next renewal shall be for July 1, 2007, to June 30, 2009.

The agreement may be amended through mutual consent of all parties, providing the amendment is in writing and signed by all parties to the agreement prior to the effective date of the amendment.

- a. The parties may amend the agreement in the following manner. Amendments must be presented to each of the parties of this agreement for their consideration. Each party of this agreement will then have sixty (60) days to respond in writing with a decision as to whether they approve/disapprove the proposed amendment to the agreement. The responses will be sent to all parties in the agreement. After sixty (60) days, if all parties approve of the proposed amendment, the agreement will be amended. If all parties do not approve, the agreement will not be amended.



A review of this agreement may occur from time to time at the request of any party hereto, provided all parties to this agreement are served with written notice of such request at least ninety (90) days prior to said review.

This agreement may be terminated by any of the participating institutions, the Ohio Board of Regents, the Kentucky Community and Technical College System, or the Kentucky Council on Postsecondary Education on June 30 of any year, with at least ninety (90) days prior written notice to each of the parties to this agreement.

2. Kentucky Residents' Eligibility for Ohio Programs

The participating Ohio institutions agree to accept at Ohio resident tuition rates any resident of Bracken, Lewis, Mason, or Robertson Counties of Kentucky who enrolls and who satisfies all regular admission requirements (including those requirements of the specific program in which admission is sought) at the University of Cincinnati – Clermont College in the programs not specifically excluded from this agreement. In this context, the word “program” may mean a workshop, a certificate program, and/or associate degree program.

3. Ohio Residents' Eligibility for Kentucky Programs

Maysville Community and Technical College agrees to accept at Kentucky resident tuition rates any resident of Adams, Brown, and Clermont Counties of Ohio who enrolls and who satisfies all regular admission requirements (including those requirements of the specific program in which admission is sought) at Maysville Community and Technical College in the programs not specifically excluded from this agreement. In this context, the word “program” may mean a workshop, a certificate program, and/or associate degree program.

4. New Program Eligibility

Any new program may be included in this agreement upon successful completion of the agreement's amendment process, as listed above. In this context, the word “program” may mean a workshop, a certificate program, and/or associate degree program.

5. Resident Status

- a. During the period of the agreement, the Ohio Board of Regents will consider residents of Bracken, Lewis, Mason, and Robertson Counties who attend the University of Cincinnati – Clermont College under this agreement as qualifying for Ohio resident tuition rates and as Ohio residents for the purpose of allocating funds to the University of Cincinnati – Clermont College.

- b. During the period of this agreement, the Kentucky Community and Technical College System and the Kentucky Council on Postsecondary Education will consider residents of Adams, Brown, and Clermont Counties who attend Maysville Community and Technical College under this agreement as qualifying for Kentucky resident tuition rates and as Kentucky residents for the purpose of allocating funds to Maysville Community and Technical College.

6. Continued Eligibility

Once enrolled as a reciprocity student, each student demonstrating satisfactory academic performance under already existing standards and criteria of his/her institution will continue to receive reciprocity benefits under this agreement through graduation for the degree in which enrolled, as long as a reciprocity agreement exists. Student participation is subject to the terms and conditions of the reciprocity agreement in effect at the time of initial enrollment, and, in the event of termination, each student will be informed by the enrolling institutions of his/her future status. If the agreement is terminated, participating institutions may agree at that time to continue tuition reciprocity for students appropriately enrolled in eligible programs at the time of termination until completion of their programs of study, subject to the biennial limitations as described in paragraph II. 1.

7. Notice, Application, and Waiver

The availability of resident tuition rates under this agreement shall be advertised to applicants and/or to students of Maysville Community and Technical College and the University of Cincinnati – Clermont College by any means deemed appropriate by those institutions.

All eligible students who want to receive resident tuition rates under this agreement must apply for such rates at the institution where they plan to enroll. Failure to apply in the manner required by each institution and in advance of enrollment will constitute a waiver of all rights under the terms of this agreement for that quarter or semester of enrollment and any preceding quarter or semester of enrollment for which no application was made. Each institution will develop a process for applicants to use in order to apply for resident tuition rates under this agreement.

8. Annual Report

By June 30 of each year, the Kentucky Community and Technical College System, Maysville Community and Technical College, and University of Cincinnati – Clermont College agree to provide annual reports on the enrollment and fiscal implications of the agreement to the other respective institutions, the Kentucky Council on Postsecondary Education, and the Ohio Board of Regents. Specific forms for the annual report may be prescribed by the state agencies.

### **III. Ohio Board of Regents Approval**

This agreement is not effective unless and until approved by the Ohio Board of Regents pursuant to Section 3333.17 of the Ohio Revised Code and the Kentucky Council on Postsecondary Education.

**TUITION RECIPROCITY AGREEMENT  
SIGNATURE PAGE**

**STATE AGENCIES**

Thomas D. Layzell, President  
Kentucky Council on Postsecondary Education

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Roderick G. W. Chu, Chancellor  
Ohio Board of Regents

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Michael B. McCall, President  
Kentucky Community and Technical College System

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

## **INSTITUTIONS**

Augusta A. Julian, President  
Maysville Community and Technical College

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Nancy L. Zimpher, President  
University of Cincinnati

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**TUITION RECIPROCITY AGREEMENT  
BETWEEN KENTUCKY AND TENNESSEE  
2005-2007**

**I. Parties**

*For Kentucky:* Council on Postsecondary Education, Murray State University, Western Kentucky University, and the Kentucky Community and Technical College System

*For Tennessee:* Tennessee Higher Education Commission, the University of Tennessee, and the Tennessee Board of Regents

**II. Purpose**

The Commonwealth of Kentucky and the State of Tennessee desire to provide postsecondary opportunities for the residents of designated counties in both states. Under this agreement, eligible students from either state will be able to attend designated institutions in the other state while paying the greater of the tuition rate charged to residents of that state or the average of tuition charged to residents attending a like institution in their home state.

**III. Period Covered By Agreement**

July 1, 2005 - June 30, 2007

**IV. Eligible Students**

To be eligible for reciprocal tuition under the terms of this agreement, students must (1) reside in one of the counties designated as an eligible county, (2) be accepted by the eligible institution, and (3) enroll at that institution. Due to the disproportionate imbalance of students enrolled in Kentucky institutions under this agreement, only students who have been continuously enrolled in Kentucky institutions under this agreement are eligible students. No new Tennessee students may participate for the term of this agreement at Murray State University and Western Kentucky University. No new Tennessee students may participate during the first year (July 1, 2005, through June 30, 2006) of the agreement at any eligible Kentucky Community and Technical College System college.

A. Eligible students may enroll in any program (undergraduate or graduate) offered by the eligible institution.

- B. Eligible students may enroll on a full-time or part-time basis.
- C. Under this agreement, eligible students will be assessed tuition and fees at the greater of either: (1) the enrolling institution's resident rate or (2) the beneficiary state's average resident tuition rate for institutions within the same Carnegie Classification. For the purpose of this agreement, the 2000 Carnegie Classifications shall be used to determine rates.
- D. In the remainder of this document, eligible students are called "reciprocity students."

## **V. Terms Of Agreement**

### **A. The State of Tennessee:**

- 1. Has identified eligible Tennessee institutions and Kentucky counties as provided in the Tennessee Code Title 49, Chapters 8 and 9. (See Appendix A.)

### **B. The Commonwealth of Kentucky:**

- 1. Will agree to a list of eligible counties consisting of Tennessee counties bordering Kentucky and lying wholly or in part within 30 miles of the county of the eligible Kentucky institution. (See Appendix A.)

### **C. The Commonwealth of Kentucky and the State of Tennessee:**

- 1. Will jointly monitor cross-border student flows under this agreement.
- 2. Will meet periodically to assess the progress of this agreement and to consider changes as might be appropriate.

### **D. Each designated public postsecondary institution:**

- 1. Will charge students deemed reciprocity students the greater of either: (1) the resident tuition rate in the reciprocity state or (2) the average of tuition and fees charged by like institutions in their home states. For the purpose of this agreement, like institutions are considered institutions within the same Carnegie Classification (2000).
- 2. Will treat reciprocity students as in-state students for admission and placement purposes.
- 3. Will treat reciprocity students as in-state students with respect to registration, refunds, student records, and academic advising.

4. Will assist with the record keeping necessary to monitor cross-border student flows and will report data as deemed necessary by the Kentucky Council on Postsecondary Education and the Tennessee Higher Education Commission.
5. Will continue to report reciprocity students as out-of-state students when reporting enrollment data to the Kentucky Council on Postsecondary Education and the Tennessee Higher Education Commission based upon existing reporting requirements.
6. Will meet periodically with the appropriate state higher education agency to discuss the agreement and its impact, and to recommend changes as might be appropriate.

## **VI. Termination Or Renewal Of Agreement**

- A. This agreement will begin on July 1, 2005, and end June 30, 2007, unless mutual agreement exists to renew for the following one-year period.
- B. This agreement is subject to review and revision on an annual basis. Any party must notify the other parties by January 1 of its intention to change any term of the agreement to be effective the following July 1.
- C. This agreement may be terminated by action of the Kentucky Council on Postsecondary Education or the Tennessee Higher Education Commission.



## VII. Signatures

Thomas D. Layzell  
President  
Kentucky Council on Postsecondary Education

Richard G. Rhoda  
Executive Director  
Tennessee Higher Education Commission

King Alexander \_\_\_\_\_ Date \_\_\_\_\_  
President \_\_\_\_\_  
Murray State University \_\_\_\_\_

Charles Manning  
Chancellor  
Tennessee Board of Regents

Gary Ransdell  
President  
Western Kentucky University

John Petersen  
President  
University of Tennessee System

Michael B. McCall  
President  
Kentucky Community and Technical College System

## APPENDIX A

### ELIGIBLE INSTITUTIONS AND COUNTIES

#### **Kentucky Institutions and Tennessee Counties**

##### *Murray State University*

Henry County  
Obion County  
Stewart County  
Weakley County

##### *Western Kentucky University*

Macon County  
Robertson County  
Sumner County

##### *Hopkinsville Community College*

Montgomery County  
Robertson County  
Stewart County

##### *Southeast Community and Technical College*

Campbell County  
Claiborne County

#### **Tennessee Institutions and Kentucky Counties**

##### *Austin Peay State University*

Christian County  
Logan County  
Todd County  
Trigg County

##### *University of Tennessee at Martin*

Fulton County  
Hickman County  
Graves County

##### *Volunteer State Community College*

Logan County  
Simpson County  
Allen County

**TUITION RECIPROCITY AGREEMENT  
ASHLAND COMMUNITY AND TECHNICAL COLLEGE  
AND  
SOUTHERN WEST VIRGINIA COMMUNITY AND TECHNICAL  
COLLEGE**

Under the provisions of Section 18-B-4-3 of the West Virginia Code, Section 164.020 (11) of the Kentucky Revised Statutes, and in compliance with rules and procedures of the West Virginia Higher Education Policy Commission, the Kentucky Council on Postsecondary Education, the Kentucky Community and Technical College System, Ashland Community and Technical College, and Southern West Virginia Community and Technical College, the following agreement is entered into between the Kentucky Council on Postsecondary Education and the West Virginia Higher Education Policy Commission, and between Ashland Community and Technical College of the Kentucky Community and Technical College System and Southern West Virginia Community and Technical College.

The purposes of this tuition reciprocity agreement are to (1) improve the lower division post high school educational advantages to residents of Martin and Pike Counties in Kentucky and Cabell, Mingo, and Wayne Counties in West Virginia; (2) minimize the cost of such improvements for the taxpayers and legislative bodies of both states by cooperative planning and joint education efforts; and (3) promote the maximum use of existing educational facilities and address the problems of enrollment fluctuations and fiscal constraints at both institutions.

- (1) The provisions of this agreement shall be effective beginning July 1, 2005, and expire on June 30, 2007, and will commence with any registration after the effective date. Students who are enrolled under the provisions of the agreement may continue to attend the selected colleges at the reciprocity rates for a period of two years subsequent to termination of the agreement. The agreement shall be subject to review and revision on an annual basis.
- (2) Ashland Community and Technical College agrees to accept at the higher of either (1) prevailing Kentucky resident rates or (2) the average of resident rates at West Virginia public two year institutions, any resident of Cabell, Mingo, or Wayne Counties of West Virginia wishing to enroll for whom space is available and who satisfies all regular in-state admission requirements of Ashland Community and Technical College.
- (3) Southern West Virginia Community and Technical College agrees to accept at the higher of either (1) the prevailing West Virginia resident rates or (2) the average resident rate for Kentucky Community and Technical College System institutions, any resident of Martin or Pike Counties of Kentucky wishing to enroll for whom space is available and who satisfies all regular in-state admissions requirements of Southern West Virginia Community and Technical College.

- (4) This agreement shall be reviewed annually and may be considered for termination or modification for cause at the request of either participating institution, the West Virginia Higher Education Policy Commission, or the Kentucky Council on Postsecondary Education.
- (5) Both Ashland Community and Technical College and Southern West Virginia Community and Technical College agree to provide on an annual basis to the Kentucky Council on Postsecondary Education and the West Virginia Higher Education Policy Commission reports on the enrollment and program implications of the Agreement on forms prescribed for the purpose by these state agencies.

---

Thomas D. Layzell	Date
President, Kentucky Council on Postsecondary Education	

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J. Michael Mullen	Date
Chancellor, West Virginia Higher Education Policy Commission	

---

Michael B. McCall	Date
President, Kentucky Community & Technical College System	

---

Shelly T. Dan	Date
Chair, Board of Governors Southern West Virginia Community & Technical College	

---

Gregory D. Adkins	Date
President, Ashland Community & Technical College	

---

Joanne J. Tomblin	Date
President, Southern West Virginia Community & Technical College	